

PRIVACY POLICY

Last Edited 1-22-2020

At 46 Labs is committed to honoring the privacy of our Users and visitors to our website. The following policy outlines information gathering, use and disclosure practices with respect to User information that is collected by 46 Labs or provided by our Users. Accessing or using the site constitutes acknowledgement that you, the User, have read and accepted the practices, procedures and terms and conditions of this privacy policy.

1. Definitions.

- 1.1. "46 Labs Network and Services" shall have the meaning defined in 46 Labs' AUP.
- 1.2. "Cookie" referred to in the technology industry as a web cookie, Internet cookie, browser cookie is a small piece of data sent from a website and stored on the user's computer by the user's web browser while the user is browsing to record the user's browsing activity, user provided and stored information for the website, or transactions with a website.
- 1.3. "Customer Proprietary Network Information" or "CPNI" shall mean the confidential information about a User's purchase and use of telecommunications services, such as: call detail records, the types and amount of telecom products and services bought, user location information, and user invoice information.
- 1.4. "Personally Identifiable Information" shall mean information about a User including personal demographic information, such as name, street address, email address, billing address, social security number, credit card number, other service account information, and certain other financial information
- 1.5. "PP" shall mean this privacy policy.

2. Information Collected and Use.

- 2.1.1. Cookies. Our site may make use of cookies or similar to better manage our sites and to assist us in providing our users with tailored information and services. Users may set their browser to decline the receipt of a Cookie; however, certain features of our sites or services may not function properly or be available if the browser is configured to disable cookies.
- 2.1.2. E-Mail. 46 Labs' policy is not to read or disclose private e-mail communications that are transmitted using 46 Labs services except to respond, if directed to us, or as required to operate the service, as set forth in the terms of use and policies established from time to time governing the service, or for other legally permissible purposes.
- 2.1.3. Personally Identifiable Information. Except as otherwise provided in this policy or in other written documentation or policies that may be provided regarding the services or website, the only Personally Identifiable Information collected about visitors to 46 Labs' websites is that which is provided by them voluntarily.
- 2.1.4. Collected Information. Our Web servers may use Cookies to collect information about visitors such as domain name, host from which Users access the Internet, the IP address of a User's computer, and the browser software and operating system they use. This information may be aggregated to measure such things as the number of visits, average time spent on the site, the number of pages viewed, and methods by which our site was found. 46 Labs may use such information to evaluate the use of our site and to continuously improve the content and services being provided.
- 2.1.5. User Feedback. 46 Labs may ask contact information or conduct on-line surveys in order to better understand User's needs and to provide a customized experience. If

User feedback is to be used other than as set forth in this policy, it will be disclosed at the time of collection. 46 Labs takes commercially reasonable steps to safeguard this information from unauthorized access. Information obtained under this section, including but not limited to user questions, suggestions, ideas or other creative material belongs to us and will not be treated as confidential. 46 Labs may use, reproduce, adapt, distribute, display, disclose or create derivative works from this information without acknowledgement or compensation to the User.

2.1.6.CPNI. CPNI is protected by specific federal laws and regulations. 46 Labs will disclose CPNI without User consent only: (a) to market Users 46 Labs' services or products among the categories of services or products they currently use, (b) to initiate, render, bill and collect our telecommunications services, (c) to protect Users or other carriers from illegal or fraudulent use of, or subscription to, 46 Labs services or to protect 46 Labs rights or property, (d) to provide call location information in certain specified emergency situations, and (e) for other legally permissible purposes.

2.1.7.Discussion Areas. 46 Labs may provide discussion areas so that Users can communicate freely and share ideas. Any information that is disclosed in these areas becomes public information. These discussion areas may be monitored by 46 Labs or law enforcement officials in order to enhance the safety and respect for all of our Users and visitors. 46 Labs reserves the right to edit discussion area content, however, 46 Labs is not responsible for any content or information posted to these discussion areas.

2.1.8.Links to Other Sites. 46 Labs website may contain links to other independent websites. 46 Labs accepts no responsibility or liability for the content, products or services offered, independent actions, or the privacy and security practices employed by these other independent sites.

3. **Use of 46 Labs Network and Services.** Use of the 46 Labs Network and Services may require the submission of a User's Personally Identifiable Information. Except as otherwise provided in the AUP or PP, 46 Labs uses the information to manage the internal operations and security of our website consistent with the AUP. Such purpose may involve the disclosure of such information to unaffiliated companies or vendors where necessary to and for the limited purpose of processing User requests, processing a User authorized transaction or providing products or services. Furthermore, 46 Labs may disclose or transfer certain Personally Identifiable Information or other information about a User (a) to provide enhanced services; (b) to market services or products among the categories of services or products currently provided; (c) to obtain a credit report; (d) to protect the confidentiality or security of User records; (e) to comply with law enforcement, government mandate or other legal requirement if appropriate or in connection with an investigation or prosecution of possible unlawful activity; (f) to our attorneys, accountants, and regulators; (g) in connection with a sale, acquisition or merger of 46 Labs or our assets, or (h) for other legally permissible purposes. 46 Labs may also share aggregate anonymized data relating to the transactions on the site and use of Services for marketing, research and other purposes.

4. **Access, Updates to Personally Identifiable Information.**

4.1. Access. 46 Labs will not make any Personally Identifiable Information that is gathered on our site available to unaffiliated organizations for commercial purposes unrelated to the business of 46 Labs unless (a) disclosed to the User at the time of collection, (b) after subsequently obtaining User approval, (c) as otherwise described in this PP, or (d) as required by federal, state and local laws or government regulations. In the circumstances

where information is to be disclosed under paragraph 2.1(d), 46 Labs will use reasonable efforts to disclose only the information required by law, subpoena or court order.

- 4.2. Updates or Revisions. Users may be permitted to update Personally Identifiable Information by accessing our website. 46 Labs will only retain copies of such information necessary to comply with governmental orders, resolve disputes, troubleshoot problems, enforce the Agreement and as otherwise reasonably necessary.
5. **Security.** 46 Labs maintains physical, electronic and procedural safeguards designed to protect the confidentiality of Personally Identifiable Information provided by Users. In addition to requiring the use of a unique password or user identification, all payments processed through our Website require certain personally identifiable information provided by the User to be sent in a "Secure Session" using Secure Socket Layer encryption technology. 46 Labs seeks to regularly test and update our technology to help protect Personally Identifiable Information. However, such precautions do not guarantee that 46 Labs Network and Services are immune to all security breaches. 46 Labs makes no warranty, guarantee, or representation that use of our 46 Labs Network and Services are protected from all viruses, security threats or other vulnerabilities or that User information will always be secure.
6. **User Use of Passwords or User Identifications.** Except as specifically permitted by this PP, Users shall not, lend, give, or otherwise disclose any passwords or user identifications to any unauthorized person, or permit any unauthorized person to use their accounts or related passwords or user identifications. Failure to properly protect User passwords or identifications may result in the loss of control over Personally Identifiable Information. Any failure to protect the disclosure of passwords or user identification shall be the sole responsibility of the User. If User passwords or identifications have been compromised for any reason, the User should immediately change such password or user identification or notify 46 Labs so corrective action may be taken.
7. **Disclosure.** Use of 46 Labs Network and Services constitutes voluntarily consent by the User to the collection and use Personally Identifiable Information as described in this PP or the Agreement. Users may restrict the use and disclosure of this information by contacting 46 Labs at support@46labs.com. Note: restrictions on the use of this information may hinder or render 46 Labs unable to provide Services in the same manner or at the same level of quality.
8. **Minor Privacy.** This site is not intended to be used by children under the age of 18, nor does 46 Labs seek to collect information about children under the age of 18. If you are under the age of 18, please do not provide any information and promptly exit this site.
9. **Modification and Update.** 46 Labs reserves the right to modify this PP in its discretion at any time. Such modifications will be effective when posted to the 46 Labs service terms on the 46 Labs website. Any use of the 46 Labs Network and Services after such modification shall constitute acceptance of such modification.
10. **Policy Violations.** Violations of this PP may be reported to legal@46labs.com.